Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

INFORMATION SYSTEM STRATEGIC PLAN (Lot 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF

CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (RE-BID)

BID REFERENCE No.

Approved Budget for the Contract – P 3,500,000.00

BIDS AND AWARDS COMMITTEE

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEMAT IWAHIG PRISON AND PENAL FARM

AND SABLAYAN PRISON ANDPENAL FARM, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (RE-BID)
(LOT 1)

Section I

Invitation to Bid

BID REFERENCE No.

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

INVITATION TO BID

(INFORMATION SYSTEM STRATEGIC PLAN) (RE-BID)

1. The *BUREAU OF CORRECTIONS* Bids and Awards Committee (BuCor BAC) through its ***FISCAL YEAR 2014 CONTINUING CAPITAL OUTLAY***, intend to apply the sum of **THIRTY MILLION PESOS (P30,000,000.00)** on the following lots:

LOT NO.	PROJECT NAME	DELIVERY/INSTALLATION PERIOD	ABC (PHP)	BID DOCS FEE (NON-REFUNDABLE)
1	SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON ANDPENAL FARM, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (RE-BID)	90 calendar days from receipt of Notice to Proceed	3,500,000.00	P 5,000.00
2	SUPPLY, DELIVERY AND INSTALLATION OF INMATE DIAGNOSTIC TREATMENT AND MANAGEMENT SYSTEM (SOFTWARE DEVELOPMENT) (RE-BID)	120 calendar days from receipt of Notice to Proceed	1,000,000.00	P5,000.00
3	SUPPLY, DELIVERY AND INSTALLATION OF LOCAL SERVER FOR IMIS PROJECT (WITH DATABASE AND FINGERPRINT MATCHING SOFTWARE) (RE-BID)	90 calendar days from receipt of Notice to Proceed	2,000,000.00	P5,000.00
4	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF	90 calendar days from receipt of Notice to Proceed	10,000,000.00	P10,000.00

	VISITOR MANAGEMENT SYSTEM WITH ACCESS CONTROL DEVICES AND SCANNERS (FOR MAXIMUM SECURITY COMPOUND-NBP) (RE-BID)			
5	SUPPLY, DELIVERY AND INSTALLATION OF HANDHELD BIOMETRIC, INCLUDING WORKSTATION, SERVER WITH OPERATING SYSTEM AND SERVER AND INMATE DAILY ATTENDANCE SOFTWARE (RE-BID)	120 calendar days from receipt of Notice to Proceed	6,000,000.00	P10,000.00
6	SUPPLY AND DELIVERY OF TWO WAY RADIO INCLUDING NTC PERMITS AND LICENCES (RE-BID)	90 calendar days from receipt of Notice to Proceed	2,500,000.00	P5,000.00
7	SUPPLY, DELIVERY AND INSTALLATION OF COMPUTER HARDWARE WITH BUNDLED SOFTWARE AND ANTI-VIRUS (RE-BID)	90 calendar days from receipt of Notice to Proceed	5,000,000.00	P5,000.00

for the **INFORMATION SYSTEM STRATEGIC PLAN (ISSP).** Bidders have the option to bid on one or all of the lots. Bids received in excess of the ABC of that particular lot shall be automatically rejected at bid opening.

2. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

5. The complete set of bidding documents may be downloaded from the website of The Philippine Government Electronic Procurement System (PhilGeps) and BuCor website

www.bucor.gov.ph and may be purchased by the interested bidder upon payment of a **non refundable fee as stated above.**

6. **The Pre-Bid Conference shall be open only to all interested parties who have purchased the Bidding Documents to have a legal personality to raise or submit written queries or clarification in the Conference.** Bidders are encouraged to send their authorized technical representative or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

7. The Schedule of Bidding Activities shall be as follows:

Activities	Date/Time	Venue
1. Sale and Issuance of Bid Documents	Jan. 13, 2015 8:00am -5:00 pm to Feb. 03 (Lot 1-3), Feb 04 (Lot 4-5) and Feb 05 (Lot 6-7), 2015 8:00 am -9:55 am	BAC – Secretariat Office
2. Pre-bid conference	Lot 1-3 (Jan. 21, 2014; 10:00 am) Lot 4-5 (Jan. 21, 2014; 02:00 pm) Lot 6-7 (Jan. 21, 2014; 04:00 pm)	BAC – Secretariat Office
3. Submission and Opening of Bid Documents	Lot 1-3 (Feb. 03, 2014; 10:00 am) Lot 4-5 (Feb. 04, 2014; 10:00 am) Lot 6-7 (Feb. 05, 2014; 10:00 am)	BAC – Office, Bureau of Corrections

8. Interested bidders may obtain further information from the BAC Secretariat c/o LARRY A. HARI/ALBERN ALCANTARA at the Office of Logistics Division, Bureau of Corrections, City of Muntinlupa from 8:00 AM to 5:00 PM, Monday to Friday or at Tel # 772 27 18.

9. Any queries relative to the contents of the bid documents and the project requirements can only be made by the suppliers who purchased the bid documents **ten (10) calendar days prior to the scheduled Submission & Opening of Bids.**

10. The *BUREAU OF CORRECTIONS* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

ATTY. RACHEL D. RUELO
Chairperson, BuCor BAC

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

Instructions To Bidders

(SECTION II)

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A. General

1. Scope of Bid

1.1. The procuring entity named in the **BDS** (hereinafter referred to as the "Procuring Entity") wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the "Goods").

1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a)

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the

events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

4.3. If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

4.4. If the Bidder is a partnership, to all its officers and members;

4.5. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and

4.6. If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

5.2. Duly licensed Filipino citizens/sole proprietorships;

5.3. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

5.4. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

5.5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and

5.6. Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

5.7. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

5.8. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;

5.9. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

5.10. When the Goods sought to be procured are not available from local suppliers; or

5.11. When there is a need to prevent situations that defeat competition or restrain trade.

5.12. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

5.13. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS.**

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii)

5.14. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (PER GPPB Resolution No. 20-2013, July 13, 2013)

6. Bidder's Responsibilities

6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII Bidding Forms as required in **ITB** Clause 12.1(b)(iii)

6.2. The Bidder is responsible for the following:

6.3. Having taken steps to carefully examine all of the Bidding Documents;

6.4. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

6.5. Having made an estimate of the facilities available and needed for the contract to be bid, if any;

6.6. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3

(a) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(b) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(c) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

(d) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(e) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

(f) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.7. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.8. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6.9. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.10. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.11. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.12. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1

8. Subcontracts

8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the* **BDS**.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

12.2. Eligibility Documents –

Class "A" Documents:

12.3. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;

12.4. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

12.5. Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS,** including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

12.6. name of the contract;

12.7. date of the contract;

12.8. kinds of Goods;

12.9. amount of contract and value of outstanding contracts;

12.10. date of delivery; and

12.11. end user's acceptance or official receipt(s) issued for the contract, if completed.

12.12. Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

12.13. NFCC computation in accordance with ITB Clause 5.5; and,

12.14. **Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR. (PER GPPB Resolution No. 21-2013, July 30, 2013)**

Class "B" Document:

12.15. If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

12.16. Technical Documents –

12.17. Bid security in accordance with **ITB** Clause 18. ***If the Procuring Entity requires the bidders to submit the bid security in the form of***: **PER GPPB Resolution No. 25-2013, August 30, 2013)**

12.18. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

12.19. a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

12.20. Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

12.21. Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS,** the financial component of the bid shall contain the following:

13.2. Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and15.4;

13.3. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS** ; and

13.4. Any other document related to the financial component of the bid as stated in the **BDS.**

13.5. (a) Unless otherwise stated in the **BDS,** all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

(i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

(ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of

the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

(iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.

(iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

(v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

15.5. For Goods offered from within the Procuring Entity's country:

15.6. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

15.7. on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

15.8. on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

15.9. The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

15.10. The price of other (incidental) services, if any, listed in the **BDS.**

15.11. For Goods offered from abroad:

15.12. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

15.13. The price of other (incidental) services, if any, listed in the **BDS.**

15.14. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause **Error! Reference source not found.**.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

16.2. For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

16.3. For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

16.4. If so allowed in accordance with **ITB** Clause16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.5. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. ***The procuring entity shall prescribe in the BDS the acceptable forms of bid security that bidders may opt to use, which shall include the Bid Securing Declaration and at least one (1) other form*, (PER GPPB Resolution No. 25-2013, August 30, 2013) the amount of which shall be equal to a percentage of the ABC in accordance with the following schedule:**

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause18.2.

18.4. Upon signing and execution of the contract pursuant to **ITB** Clause32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause18.2.

18.5. The bid security may be forfeited:

18.6. if a Bidder:

18.7. withdraws its bid during the period of bid validity specified in **ITB** Clause17;

18.8. does not accept the correction of errors pursuant to **ITB** Clause 18.3(b);

18.9. fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;

18.10. submission of eligibility requirements containing false information or falsified documents;

18.11. submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

18.12. allowing the use of one's name, or using the name of another for purposes of public bidding;

18.13. withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;

18.14. refusal or failure to post the required performance security within the prescribed time;

18.15. refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

18.16. any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;

18.17. failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

18.18. all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

18.19. if the successful Bidder:

18.20. fails to sign the contract in accordance with **ITB** Clause32; or

18.21. fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause12.1, and the second shall contain the financial component of the bid.

19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and13. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

20.4. All envelopes shall:

20.5. contain the name of the contract to be bid in capital letters;

20.6. bear the name and address of the Bidder in capital letters;

20.7. be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;

20.8. bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

20.9. bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.10. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS.**

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).

24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1(a) **Error! Reference source not found.** may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.

24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a) and 12.1(a)(ii) Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.

24.7. A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal

notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.

24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

27.1. Unless otherwise stated in the **BDS** the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

27.2. The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.

27.3. For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).

27.4. In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.

27.5. If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.6. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

27.7. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

28.3. The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

28.4. The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.5. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

28.6. Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

28.7. Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS** Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.8. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS.**

28.9. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

28.10. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and13.

29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

29.3. **Latest income and business tax returns in the form specified in the BDS;**

29.4. **Certificate of PhilGEPS Registration; and**

29.5. **Other appropriate licenses and permits required by law and stated in the BDS.**

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award. (PER GPPB Resolution No. 21-2013, July 30, 2013)

29.6. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

29.7. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.8. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

29.9. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

30.3. If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

30.4. If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

30.5. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

30.6. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;

30.7. If the project is no longer necessary as determined by the head of the procuring entity; and

30.8. If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.9. In addition, the Procuring Entity may likewise declare a failure of bidding when:

30.10. No bids are received;

30.11. All prospective Bidders are declared ineligible;

30.12. All bids fail to comply with all the bid requirements or fail post-qualification; or

30.13. The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

31.4. Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

31.5. Posting of the performance security in accordance with **ITB** Clause 33;

31.6. Signing of the contract as provided in **ITB** Clause 32; and

31.7. Approval by higher authority, if required.

31.8. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI Schedule of Requirement.

32. Signing of the Contract

32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4. The following documents shall form part of the contract:

32.5. Contract Agreement;

32.6. Bidding Documents;

32.7. Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

32.8. Performance Security;

32.9. Credit line in accordance with **ITB** Clause 5.5, if applicable;

32.10. Notice of Award of Contract; and

32.11. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. **The procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, .(PER GPPB Resolution No. 25-2013, August 30, 2013) denominated in Philippine Pesos and posted in favor of the Procuring Entity**

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
33.3. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
33.4. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
33.5. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
33.6. Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

33.7. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected

for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.

34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

BID DATA SHEETS	
ITB Clause	
1.1	The Procuring Entity is *BUREAU OF CORRECTIONS*
1.2	The bid reference is: Bid Reference #
2	The Funding Source is: The Government of the Philippines (GOP) through GAA The name of the Project is; **SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)**
3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the **ITB** Clause exists in this Project. Foreign bidders, except those falling under **ITB** Clause 5.2(b), may not participate in this Project.
5.4	*Procurement of Non-Expendable Supplies*: The Bidder must have completed, five (5) years from the deadline of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to experience in the SUPPLY, DELIVERY, INSTALLATION & COMMISSIONG OF ***CCTV or IP surveillance and Security Industry***
7	No further instructions.
8.1	*"*Subcontracting is not allowed.*"*
8.2	*"*Not applicable".
9.1	"Not applicable".
10.1	Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated below; **at least ten (10) calendar days before the deadline set for the submission and receipt of bids.** The Procuring Entity's address is: ATTY. RACHEL D. RUELO BAC CHAIRMAN *BUREAU OF CORRECTIONS,* *NBP POBLACION, CITY OF MUNTINLUPA* *772-2718/809-8587*
12.1	**A certified true copy of the authorized representative's valid I.D. instead of Community Tax Certificate shall be used as competent proof of identity in all documents subjected for notarization (Reference: Notarial Law 2004)**

	The Bidder shall submit the following Eligibility Technical Documents, **arranged, numbered and tabbed** as enumerated below. **(a) Eligibility Documents-** **Class "A" Documents:** **Certified True Copy of valid and current** Registration Certificate from the Securities and Exchange Commission (SEC) including Articles of Incorporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperative **2**) **Certified True copy of valid and current** Business/Mayor's Permit for 2015 issued by the city or municipality where the principal place of business of the prospective bidder is located. **3**) Statement of all its ongoing and completed government and or private contracts within the last FIVE (5) years in the CCTV or IP surveillance and Security industry; including contracts awarded but not yet started, if any **(ANNEX "A")** **4**.) Statement of at least two (2) completed single contract in the ***CCTV or IP surveillance and Security industry*** within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC **(ANNEX "B")** **The following documents must be attached to ANNEX " B"** Original Copy of Certificate of End-user Acceptance Certified True Copy of Official Receipt Certificate of Completion and Performance Evaluation with a rating of at least "Very Satisfactory" per **ANNEX B-1** **4.a)** Statement of single completed projects with at least 10 multiple sites over the past three (3) years from the date of submission and receipt of bids per **ANNEX B-2** **The following documents must be attached to ANNEX " B-2"** Original Copy of Certificate of End-user Acceptance Certified True Copy of Official Receipt Certificate of Completion and Performance Evaluation with a rating of at least "Very Satisfactory" per **ANNEX "B-2"** **4.b)** Statement of single completed project that has done large scale projects with at least One Hundred (100) Cameras

	in one (1) Centralized Management Platform over the past three (3) years from the date of submission and receipt of bids per **ANNEX "B-3"** **The following documents must be attached to ANNEX " B-3"** Original Copy of Certificate of End-user Acceptance Certified True Copy of Official Receipt Certificate of Completion and Performance Evaluation with a rating of at least "Very Satisfactory" per **ANNEX "B-3"** **5) Certified True Copy of Audited Financial Statements**, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the calendar year 2014, which must include the following statements: Independent Auditors Report Balance Sheet (Statement of Financial Position) Income Statement (Statement of comprehensive Income) Notes to Financial Statement Cash Flow **6**.) NFCC computation per **Annex "C",** Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows: **The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:** **NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.** **Where:** **K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.** **The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (PER GPPB Resolution No. 20-2013, July 13, 2013)** **6.a)** Latest Annual Tax Return must be attached to the

	NFCC computation that was filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar of fiscal year income per Revenue Regulations 3-2005. **7.) Certified True Copy of Tax clearance** per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR. (PER GPPB Resolution No. 21-2013, July 30, 2013) **Class "B" Document:** **8**.) If applicable, the JVA in case of the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. **(ANNEX "D")** In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid (Sec. 37.1.4 (a)(i) Each partner of a joint venture agreement shall likewise submit the above stated items (1) and (2). Submission of of items (3) to (6) by any of the joint venture partners constitutes compliance **<u>(b) Technical Documents</u>** **9**.) **The bid security shall be limited to Bid Securing Declaration and at least one (1) other form in accordance with the following (GPPB Resolution #25-2013)** in the form, amount in accordance with ITB Clause 18. Cash or cashier's/manager's check issued by a Universal or Commercial equivalent to **two percent (2 %) of the ABC**; ***(Php70,000.00)*** Surety bond equivalent to **five percent (5%) of the ABC**, ***(Php175,000.00)*** and it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments **9.1) Bid Securing Declaration (per attached ANNEX "E") must be duly notarized in accordance to Notarial Law 2014 (copy of competent proof of identity presented during the notarization must**

	be attached) **9.2) Should the bidder opt to submit a Surety Bond as other form of Bid Security it must specify the additional grounds for forfeiture of bid security as stated in Section III, Clause 18, to wit:** **1.)** withdraws its bid during the period of bid validity specified in **ITB** Clause17; **2.)** does not accept the correction of errors pursuant to **ITB** Clause 18.3(b); **3.)** fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2; **4.)** submission of eligibility requirements containing false information or falsified documents; **5.)** submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding; **6.)** allowing the use of one's name, or using the name of another for purposes of public bidding; **7.)** withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid; **8.)** refusal or failure to post the required performance security within the prescribed time; **9.)** refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification; **10.)** any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor; **11.)** failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

	12.) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons. **or if the successful Bidder:** **1.)** fails to sign the contract in accordance with **ITB** Clause32; or **2.)** fails to furnish performance security in accordance with **ITB** Clause 33. Duly conformed and completed Technical Bid Form per **ANNEX "F** **10.1)** Duly Conformed with the Requirements if awarded the Contract per **ANNEX "F-1 to F-15"** **10.2)** Duly conformed with the Bill of Quantities per **ANNEX "F-A"** **10.3)** Duly conformed with Scope of Work per **ANNEX "F-B"** **10.4)** Duly conformed with Technical specifications per **ANNEX "F-C"** **Duly Notarized Certificates**- one original each and two certified true copies, from the Original Equipment Manufacturer (OEM) stating the following: **11.a)** The Bidder is a duly recognized and authorized country reseller by the Original Equipment Manufacturer; **11.b)** The Bidder is authorized by the OEM systems manufacturer to extend the manufacturer's warranty support for the project; **11.c)** That the OEM systems manufacturer will guarantee the availability of spare parts for the system not less than three (3) years from the date of commissioning of the system by the implementing agency; **11.d)** That the surveillance cameras, network equipment, servers, clients, storage devices, LED/LFD monitors and all major equipment components shall have certifications from European Commission's CE (CE) quality standards for quality assurance and quality standards; **11.e)** OEM will submit certification that after sales support for at least three (3) years from the commissioning of the system through its authorized bidder.

	12.) Duly Notarized Certificate -one original each with two certified true copies- certifying the following: **12.a)** That the bidder is an OEM authorized representative in Metro Manila, Republic of the Philippines to support the project of the Bureau of Corrections with at least two qualified trained technicians with experience in repair and maintenance of OEM supplied equipment; **12.b)** In cases where bidder cannot provide at least two qualified trained technicians, bidders are to include brand new complete working configuration spare units of each of the following equipment as detailed on the Bill of Quantities . **13) Duly Notarized Omnibus Sworn Statement** in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form attached hereto as **ANNEX "G"** .**(copy of competent proof of identity presented during the notarization must be attached)** **13.a)** Certified true copy of Proof of Authority of the designated representative/s for purposes of this bidding. **13.a.1)** *Duly notarized Special Power of Attorney* – For sole proprietorship if owner opts to designate a representative/s .**(copy of competent proof of identity presented during the notarization must be attached)**; **13.a.2)** *Duly notarized Secretary's Certificate* evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture. .**(copy of competent proof of identity presented during the notarization must be attached)** **13.a.3)** Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s. .**(copy of competent proof of identity presented during the notarization must be attached)** **14.) Duly Notarized Certification** as to compliance of existing labor laws and standards (**ANNEX "H"**).**(copy of competent proof of identity presented during the notarization must be attached)**
13.1	The Bidder shall submit the complete and signed the **Financial Bid Form inclusive** of VAT (**ANNEX "I"**). The amount should not exceed the ABC of **P 3,500,000.00**
13.1(b)	No further instructions.
13.2	The ABC is **P 3,500,000.00.** Any bid with financial component exceeding this amount shall not be accepted. Late bids shall be rejected.
15.4(a)(iii)	"No incidental services are required."
15.4(b)	"No incidental services are required."
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	"Not applicable"
17.1	Bid Validity

<table>
<tr><td></td><td><u>Bids shall be valid for 120 calendar days from date of bid opening</u>. Bids valid for a shorter period shall be rejected outright as non-responsive.</td></tr>
<tr><td>18.1</td><td>The bid security shall be in the following form and amount

<table>
<tr><th>Form of Bid Security</th><th>Amount of Bid Security (Equal to Percentage of the ABC)</th></tr>
<tr><td>Cash or cashier’s/manager’s check issued by a Universal Bank or Commercial Bank</td><td>Two percent (2%)</td></tr>
<tr><td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</td><td>Five percent (5%)</td></tr>
<tr><td>Any combination of the foregoing</td><td>Proportionate to share of form with respect to total amount of security</td></tr>
</table></td></tr>
<tr><td>18.2</td><td>Bid Security
The bid security in the form of <u>SURETY BOND and CALLABLE UPON DEMAND</u> shall be <u>valid for 120 calendar days</u> reckoned from the date of the opening of bids. Bids with bid security validity for a shorter period shall be rejected outright as non-responsive.</td></tr>
<tr><td>19.4</td><td>Format and Signing of Bids

Each and every page of the BID DATA SHEETS and SPECIAL CONDITIONS OF THE CONTRACT shall be initialled by the authorized representative of the bidder and shall form part of the Eligibility Requirement</td></tr>
<tr><td>20.3</td><td>Each Bidder shall submit the following in one (1) big envelope duly labeled containing two sets of envelopes:
First envelope must contain four (4) copies of Eligibility and Technical Documents duly marked as “Original Copy”, Duplicate Copy”, “Triplicate Copy “and Quadruplicate Copy”

Second envelope must contain four (4) copies of Financial Documents duly marked as “Original Copy”, Duplicate Copy”, “Triplicate Copy” and Quadruplicate Copy”

All envelopes and folders must be labeled as specify in BDS 20.4</td></tr>
<tr><td>20.4</td><td>All envelopes shall:
Contain the name of the contract to be bid in capital letters

Bear the name and address of the Bidder in capital letters</td></tr>
</table>

	Be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1 Bear the specific identification of this bidding process indicated in the ITB Clause 1.2 and Bear the warning "DO NOT OPEN BEFORE …." The date and time for the opening of bids in accordance with ITB Clause 21 **TO:** THE BIDS AND AWARDS COMMITTEE BUREAU OF CORRECTIONS **FROM:** _____ Name of bidders in Capital Letter **ADDRESS:**_____ Address of bidder in Capital letter **PROJECT:** SUPPLY, DELIVERY, INSTALLATION & COMMISSIONG OF CLOSE CIRCUIT TELEVISION SYSTEM AT IWAHIG PRISON & SABLAYAN PRISON & PENAL FARM (Lot 1) **BID REF**: (In capital letters, indicate the phrase)
21	The address for submission of bids is BUREAU OF CORRECTIONS, NBP RESERVATION, POBLACION, MUNTINLUPA CITY. The deadline for submission of bids is
24.1	The place of bid opening is CONFERENCE ROOM, ADMINISTRATION BUILDING, BUREAU OF CORRECTIONS, CITY OF MUNTINLUPA The date and time of bid opening is
24.2	No further instructions.
27.1	No further instructions.
28.3	No further instructions
28.3(b)	Bid modification and withdrawal of bids shall be allowed only before the deadline for submission
28.4	No further instructions.
29	Within a non-extendible period of **three (3) calendar days** from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements: Latest Business Tax Return filed thru Electronic Filing and Payment System (EFPS) duly validated with the tax payments made thereon also refers to the Value Added Tax (Form 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the previous **six (6)** months prior to submission and opening of bids **Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted *(GPPB Resolution # 11-2013)***

<table>
<tr><td></td><td>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.

Certified True Copy of Valid and current Philgeps Registration

Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for <u>forfeiture of the bid security and disqualify the Bidder for award.</u>

Furthermore, as part of the Post Qualification, the eligibility and technical documents submitted by the LCB/SCB, shall be verify, validate and ascertain all statement made and finding against the veracity of such shall be ground for <u>forfeiture of the bid security and disqualify the Bidder for award.</u></td></tr>
<tr><td>32.2</td><td>To guarantee the faithful performance by the winning Bidder must submit an acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, .(PER GPPB Resolution No. 25-2013, August 30, 2013) denominated in Philippine Pesos and posted in favor of the Procuring Entity of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from BuCor and in no case later than the signing of the contract.

The performance security shall be denominated in Philippine Pesos and issued in the name of the BUREAU OF CORRECTIONS in the amount equal to the percentage of the total contract price in accordance with the following schedule:
<table>
<tr><td>Form of Performance Security</td><td>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</td></tr>
<tr><td>Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td><td>Five percent (5%)</td></tr>
<tr><td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security;</td><td>Thirty percent (30%)</td></tr>
</table></td></tr>
<tr><td>34.2(g)</td><td>Signing of the Contract
The effective date of the Contract is the date of the Supplier’s receipt of the Notice to Proceed</td></tr>
</table>

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

Section IV

GENERAL CONDITIONS OF THE CONTRACT

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this Section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC.**

(h) "The Procuring Entity's country" is the Philippines.

(i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.

(j) The "Funding Source" means the organization named in the SCC.

(k) "The Project Site," where applicable, means the place or places named in the SCC.

(l) "Day" means calendar day.

(m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(o) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(p) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause (o).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for **GCC** Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI Schedule of Requirements

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were

expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted**.** Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.

10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or

Services performed, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3. Pursuant to **GCC** Clause10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

(q) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(r) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(s) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB**

Clause 33.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.2. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.3. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(t) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(u) The Supplier has no pending claims for labor and materials filed against it; and

(v) Other terms specified in the SCC.

13.4. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period

specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI Schedule of Requirements

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter

provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(w) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

(x) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(y) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier’s receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(z) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(aa) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(bb) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1 (a);

(cc) Drawing up or using forged documents;

(dd) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(ee) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

(ff) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(gg) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(hh) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(ii) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

(jj) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(kk) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(ll) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

(mm) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

SECTION V

Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is *BUREAU OF CORRECTIONS*
1.1(i)	The Supplier is *[to be inserted at the time of contract award].*
1.1(j)	The Funding Source is The Government of the Philippines (GOP) through FY 2014 CONTINUING CAPITAL OUTLAY *in* the amount of P 3,500,000.00
1.1(k)	The Project Site at Bureau of Corrections, City of Muntinlupa
5.1	The Procuring Entity's address for Notices is: ATTY RACHEL D. RUELO BAC Chairman Bureau of Corrections NBP Reservation, Poblacion City of Muntinlupa Telefax Number 772-2718 The Supplier's address for Notices is: *[Insert address including, name of contact, fax and telephone number]*
6.2	GENERAL SCOPE OF WORK ● The work includes the furnishings of materials, consumable materials, facilities, civil works, labor, tools, equipment, test instruments, apparatus, specialties and other services necessary to complete the installation and commissioning of the Intelligent Video Prison Solution system at Bureau of Corrections which includes all peripherals equipment system necessary for the completion of the project. ● The contractor shall be responsible for the best suited locations for the surveillance cameras, wireless network devices (if any) that shall follow the following conditions ▪ Shall not hamper any of the operations of the Bureau. ▪ Shall not disrupt the flow of inmates and the procedures of inmates daily activities. ▪ Position of cameras shall ensure 100% horizontal and vertical visual coverage of the areas identified in this project. ● Contractor shall be responsible for any additional electrical power requirements with the coordination and approval of the BuCor. ● The Contractor will have access to the site seven (7) days a week starting the date of receipt of the notice to proceed, however, all works should be coordinated with the Superintendent on a weekly basis and can be revoked or suspended at any time in case of urgent operational need by the Corrections Authority. Further, only

	contractor's registered and authorized personnel will have access to the job site. Of each contactor's personnel, an NBI clearance not older than three [3] months must be presented to the Superintendent of the Prison and Penal Farm prior to issuance of a work pass/permit/badge/ID. • Contractor will abide by the security measures and protocols as implemented by the Prison Superintendent. • The contractor shall submit a weekly progress report for the project to be addressed to the Project Manager of this project and shall be sent through e-mail to designated e-mail addresses that will be specified after the issuance of the notice to proceed. • The contractor shall deliver the installation of the Video Surveillance system within Seventy Five [75] calendar days from receipt of Notice to Proceed. • The contractor shall submit the following documentation to the Bureau Management upon completion of the project. ▪ System brochures/documentation for systems operational &Maintenance/User Manuals-one [1] original and six [6] copies. ▪ Detailed equipment list stating the location, make model, serial numbers, firm ware among others. ▪ As-Built plan/diagrams- one [1] original six [6] copies ▪ Result of system test as per manufacturer standards ▪ System and Workmanship Warranty/Guarantee ▪ One [1] year maintenance proposals ▪ Certification of Parts availability and support for One [1] years ▪ Training Certification of attendees for Operations and Maintenance of the system and Pictures of the Completed Projects/Systems
7.1	Subcontracting of any portion of the Contract is allowed but it does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen
10	*"*No further instructions*".*
10.4	*"*Not applicable
13.4(c)	*"*No further instructions*".*
14.1	**Use of Contract Documents and Information;** The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity

14.2	***Documentation*** **Introduction** ▪ This chapter gives detailed information on documents and manuals required for technical maintenance, technical system operation, and operational use of the CCTV system. **General Requirements** ▪ It is essential that documentation is of high standard, and that text is presented in a clear and correct language. Where possible, diagrams, pictures etc. shall be used as supplement to the text. ▪ Documents, Drawings and Manuals must be written in English language; present information in a clear and logical manner; provide cross-referencing between drawings, diagrams and text; contain drawings using standard symbols. The drawings shall be clear and legible; contain indexes and glossaries; be provided in electronic copies (computer readable files) in CD ROM media. ▪ All drawings are subject to BUCOR approval. BUCOR reserves the right to review and comment on all draft versions of documentation prior to printing. ▪ Three (3) sets of documents on each piece of equipment delivered shall be submitted for review and approval by BUCOR one (1) month before each equipment is ready for site testing. ▪ All documents and manuals shall be delivered both in printed form and in computer readable files. The requirement for computer readable files is mandatory for software documentation. If the Contractor has used word processor for production of other equipment is ready for site testing. ▪ BuCor reserves the right to copy and use delivered documentation in producing, for instance, training and publications. **Manuals** ▪ Manuals shall give a full overview of the integration of the various sub-systems. The manuals shall follow the outline structure given below, to the extent considered relevant by the Contractor and approved by BUCOR. ▪ Documents and manuals shall give an outline of the complete system as delivered. It shall be adapted to the engineering and maintenance staff and described how the system is composed and functions. ▪ It shall give a general overview of the sub-systems and outline the structure of associated documentation. ▪ Cross reference to other documents and manuals. ▪ System Operator's Manual ▪ This manual shall give a detailed description of all system operation functions, including input actions and error

	response. **User's Manual** ▪ This manual shall give a detailed description of all functions, seen from the user's point of view. **Equipment Manual** ▪ The Equipment Manual shall give full details of sub-systems or units on the following subjects as a minimum; general description; complete block diagrams; complete logical and schematic diagrams; mechanical and electrical data; interface data; configurations and parameter/ switch settings; test points and corresponding waveforms.
16.1	***Inspection and Testing*** • Before the final acceptance of the work, the Contractor shall test the system to demonstrate compliance with contract requirements. • The whole system shall be subjected to complete functional and operational tests. • When these tests have been completed and corrections made as necessary, the Contractor shall submit a signed and dated certificate with a request for formal inspection and test. **ACCEPTANCE** • Operators training shall not be less than three (3) training days and with certificates to be issued after the completion of training. • Maintenance Training shall not be less than 3 working days with certificates to be issued after training, • That a detailed program of schedule, that shall not exceed **90 days** calendar days, will be supplied with this bid inclusive of all deliveries, works, configuration, installation and other works for this project, and must be complied to as scheduled; • That all cost of these services (except for the Service Level Agreement) is included in the bid; • That a draft of the Service Level Agreement (with only indicative costing) for a period of two (2) years must be submitted – **NOTE:** Will take effect immediately after the warranty period.
17.2	**WARRANTY** • Upon completion and before final acceptance of the work, the contractor/supplier shall furnish the bureau a written guarantee, stating that all works executed under this project are free from material defects and workmanship; and • The guarantee for supplied equipment shall have a period of at least <u>two (2) years</u> inclusive labor, transportation and expenses that are needed for the repair/replacement of defective equipment.

17.4	The period for correction of defects in the warranty period is (10) calendar days
19	No further instructions
21.1	"All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

ANNEX "A"

Company Letterhead

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF

CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER
(LOT 1)

Statement of all ongoing contract and completed contract in government and or private contracts within the last FIVE (5) years **in the CCTV or IP surveillance and Security industry**; including contracts awarded but not yet started

1.) All ongoing (including contract awarded but not yet started, if any)

Name of client	Name of Contract	Date and status of contract	Kinds of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Certified True Copy of Notice of Award or Invoice

2.) Statement of Completed Government/Private Contracts within the last five (5) years **in the CCTV or IP surveillance and Security industry**

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Official Receipt No. & date or Enduser's Acceptance Date

CERTIFIED CORRECT:

_____
Name and Signature of Authorized Representative

_____
Position

_____
Date

ANNEX "B"

Company Letterhead

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)

Statement of at least two (2) completed single contract **in the *CCTV or IP surveillance and Security industry*** within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Official Receipt No. & date or Enduser's Acceptance Date (Attached Copy)

CERTIFIED CORRECT:

_____
Name and Signature of Authorized Representative

_____
Position

_____
Date

ANNEX "B-2"

Company Letterhead

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)

Statement of single completed projects with at least 10 multiple sites over the past three (3) years from the date of submission and receipt of bids

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Official Receipt No. & date or End user's Acceptance Date (Attached Copy)

CERTIFIED CORRECT:

_____
Name and Signature of Authorized Representative

_____
Position

_____
Date

ANNEX "B-3"

Company Letterhead

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)

Statement of single completed project that has done large scale projects with at least One Hundred (100) Cameras in one (1) Centralized Management Platform over the past three (3) years from the date of submission and receipt of bids

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Official Receipt No. & date or End user's Acceptance Date (Attached Copy)

CERTIFIED CORRECT:

_____
Name and Signature of Authorized Representative

_____
Position

_____
Date

ANNEX "B-1"

(BIDDER'S CLIENT'S LETTERHEAD)
CERTIFICATE OF COMPLETION AND PERFORMANCE EVALUATION

- *Bidder's Completed Single Largest Contract from two (2) Client per submitted* ***Annex B:***

This is to certify that ***(NAME OF BIDDER)*** has contracted, completed and performed with our company/agency the ***(NAME OF CONTRACT/WORKS)***

Based on our evaluation, we give ***(NAME OF BIDDER)*** , a rating of;

☐	**EXCELLENT**
☐	**VERY SATISFACTORY**
☐	**SATISFACTORY**
☐	**POOR**

Level of performance throughout the term of the contract based on the following performance criteria

- Quality of service delivered;
- Time management
- Management and suitability of personnel
- Contract administration and management; and
- Provision of regular progress reports

This Certification shall form part of the Technical Documentary Requirements in line with **(*Name of Bidder*)** participation in **SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)**

Issued this _____ day of _____20__, in _____, Philippines

_____ _____
Name of Company (Bidder's Client) Full Name of Authorized Representative

_____ _____
Address Signature of Authorized Representative

_____ _____
Tel. No ./Fax E-mail Address

ANNEX "B-2"

(BIDDER'S CLIENT'S LETTERHEAD)
CERTIFICATE OF COMPLETION AND PERFORMANCE EVALUATION

- *Bidder's Completed Single contract with at least 10 multiple sites over the past three (3) years from the date of submission and receipt of bids per* ***Annex B-2:***

This is to certify that ***(NAME OF BIDDER)*** has contracted, completed and performed with our company/agency the ***(NAME OF CONTRACT/WORKS)***

Based on our evaluation, we give ***(NAME OF BIDDER)*** , a rating of;

☐	**EXCELLENT**
☐	**VERY SATISFACTORY**
☐	**SATISFACTORY**
☐	**POOR**

Level of performance throughout the term of the contract based on the following performance criteria

- Quality of service delivered;
- Time management
- Management and suitability of personnel
- Contract administration and management; and
- Provision of regular progress reports

This Certification shall form part of the Technical Documentary Requirements in line with **(*Name of Bidder*)** participation in **SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)**

Issued this _____ day of _____20__, in _____, Philippines

_____ _____
Name of Company (Bidder's Client) Full Name of Authorized Representative

_____ _____
Address Signature of Authorized Representative

_____ _____
Tel. No ./Fax E-mail Address

ANNEX "B-3"

(BIDDER'S CLIENT'S LETTERHEAD)
CERTIFICATE OF COMPLETION AND PERFORMANCE EVALUATION

Bidder's Completed Single Contract that has done large scale projects with at least One Hundred (100) Cameras in one (1) Centralized Management Platform ***Annex B-3:***

This is to certify that ***(NAME OF BIDDER)*** has contracted, completed and performed with our company/agency the ***(NAME OF CONTRACT/WORKS)***

Based on our evaluation, we give ***(NAME OF BIDDER)*** , a rating of;

☐	**EXCELLENT**
☐	**VERY SATISFACTORY**
☐	**SATISFACTORY**
☐	**POOR**

Level of performance throughout the term of the contract based on the following performance criteria

- Quality of service delivered;
- Time management
- Management and suitability of personnel
- Contract administration and management; and
- Provision of regular progress reports

This Certification shall form part of the Technical Documentary Requirements in line with ***(Name of Bidder)*** participation in **SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)**

Issued this _____ day of _____20__, in _____, Philippines

_____ _____
Name of Company (Bidder's Client) Full Name of Authorized Representative

_____ _____
Address Signature of Authorized Representative

_____ _____
Tel. No ./Fax E-mail Address

Statement of single completed project that has done large scale projects with at least One Hundred (100) Cameras in one (1) Centralized Management Platform

ANNEX "C"

Company Letterhead

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show figures at how you arrived at the NFCC)

This is to certify that our NET FINANCIAL CONTRACTING CAPACITY (NFCC) is _____, P_____ which is at least equal to the total ceiling price we are bidding. The amount is computed as follows;

NFCC = (CA-CL)(K)-C

Where:

CA = Current Asset

CL = Current Liabilities

K = 10 for a contract duration of one year or less;

= 15 for a contract duration of more than one year and up to two years and

= 20 for a contract duration of more than two years

C = value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contract yet to be started coinciding with the contract for this project

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (PER GPPB Resolution No. 20-2013, July 13, 2013)

Latest Annual Tax Return must be attached to the NFCC computation that was filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar of fiscal year income per Revenue Regulations 3-2005.

Issued this _____day of _____2014

_____

Name and Signature of Authorized Representative

_____

Position

_____

Date

ANNEX "D"

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)

Approved Budget for the Contract: P3,500,000.00

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT**

VENTURE, executed by:

…… a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ……, ……, represented herein by its ……, ……., hereinafter referred to as "……";

-and-

…….. a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ……, ……, represented herein by its ……, ……., hereinafter referred to as "……";

-and-

…….. a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ……, ……, represented herein by its ……, ……., hereinafter referred to as "……"; (hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee** of the **Bureau of Corrections, NBP**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Bureau of Corrections, NBP** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the BuCor BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by BuCor under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of BuCor.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

ANNEX "E"

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x----------x

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No. : Reference No._____

To: BUREAU OF CORRECTIONS

We, the undersigned, declared that:

1. I /WE understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2.) I/We accept that:

(a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and,

(b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake

3) I/WE understand that this bid-securing declaration shall cease to be valid on the following circumstances:

(a) Upon expiration of the bid validity period, or any extensions thereof pursuant to your request;
(b) I am/WE declared ineligible or post-disqualified upon receipt of your notice to such effect, and if I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
(c) I am/WE declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and responsive Bid, and I have furnished the performance security and signed the contract.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ at _____ at _____.

_____

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

ANNEX "F"

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)

(PLEASE USE THIS BID FORM AND DO NOT RETYPE OR ALTER)

TECHNICAL BID FORM

Line No.	Specifications	Bidders Statement of Compliance
1.	Duly Conformed with the Requirements if awarded the Contract per **ANNEX "F-1 to F-15"**	
2	Duly conformed with Bill of Quantities per **ANNEX "F-A" (4 pages)**	
3	Duly conformed with Scope of Work per **ANNEX "F-B" (2 pages)**	
4.	Duly conformed with Technical specifications per **ANNEX "F-C" (21 pages)**	
Other requirements:		
	Bidder has no overdue deliveries or unperformed services intended for the BuCor.	
	Bidder did not participate as a consultant in the preparation of the design or technical specifications of the Project subject of the Bid.	
	Delivery shall be within ninety (90)calendar days upon receipt of Notice to Proceed (NTP)	

BIDDERS UNDERTAKING

I/**We, the undersigned bidder having examined the Bidding documents including Bid Bulletins, as applicable, hereby BID to SUPPLY AND DELIVER the above described item/s**

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

_____
Name of company in Print

_____
Signature of Authorized Representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-1"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

- The video management license software shall be FREE of CHARGE regardless of the camera quantity and locations;

- The contractor shall offer a CCTV provider that produces own hardware and develops its own software applications. (Integrated and Single Provider)

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-2"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

INSTALLATION, DOCUMENTATIONS & TRAININGS

Installation

- The Contractor shall perform the installation, testing and commissioning of all equipment. All necessary tests, services and inspections to assure the system functions and shall be checked and approved before the acceptance test. Consideration shall be given to the fact that installation or tests of other systems within the same building may be carried out during the same period.
- The proposal shall include a detailed time schedule not to cause interruptions in the operation of BuCor.
- BuCor technical personnel shall have the right observe the installation procedures.
- The standard installation shall be in accordance with the existing rules and regulations of the Philippines.
- The Contractor shall prepare and furnish fully dimensioned scaled drawings of builder's work arising from the installation of the equipment and system as well as for the plant and equipment layout plans at various locations.
- The work drawings shall show:
    - The expected size of the equipment
    - The general arrangement of cabinets and other facilities in the equipment areas as well as the operational area
    - The general arrangement of cabling within the system.
    - All plants and equipment supplier under this Contract shall be manufactured and installed according to Approved

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-3"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

INSTALLATION, DOCUMENTATIONS & TRAININGS

Installation

- Drawings. Approval of the Work Drawings shall not relieve the Contractor of his obligations under the contract. The Contractor shall be responsible for any mistake of manufacture as any deficiency in the system operation and defect in the system.
- As soon as the commissioning of the equipment and system have been completed, the Contractor shall amend or correct all his Approved Drawings, if so required, furnish six (6) sets of prints of all "As-built" drawings showing the works as finally installed and commissioned. These drawings shall be furnished in hard binding cover/covers.
- The "As-built" drawings shall show the general arrangement of all plants, equipment and auxiliaries, positions of all electrical outlets, fittings, switches, switch-boards and control panels, cables, pipes, ducts runs, markers and underground ducts, inter-wiriness, schedules, plant manufacturers name plates, models and type numbers and other information necessary to facilitate routine inspection and maintenance of installation.
- The complete schematic diagrams shall be provided, read and understood.
- The Contractor shall, apart from equipment, deliver all necessary materials for the installation such as cables, cable ducts, connectors etc.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-4"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

INSTALLATION, DOCUMENTATIONS & TRAININGS

Installation

- All special tools necessary in the operation and maintenance of the system including test cables and accessories shall be provided by the Contractor.
- It is the Contractor's sole responsibility that the installation meets all contractual obligations.
- Outdoor cables shall be, in principle, installed underground through galvanized steel pipe or of EMT conduit. The cable conduits shall be sealed properly at both ends for protection of cables against rodents and inner edge at both ends shall be chamfered to avoid damage to cables during installation.
- No cables shall be installed until the inside of the conduit pipes have been cleaned.
- Roughing-ins including supports, boxes, fittings, cover plates, mounting brackets should be provided by the contractor.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-5"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Documentation and Warranty

Introduction

- The contractor shall give detailed information on documents and manuals required for technical maintenance, technical system operation, and operational use of the CCTV system.

General Requirements

- It is essential that documentation is of high standard, and that text is presented in a clear and correct language. Where possible, diagrams, pictures etc. shall be used as supplement to the text.
- Documents, Drawings and Manuals must be written in English language; present information in a clear and logical manner; provide cross-referencing between drawings, diagrams and text; contain drawings using standard symbols. The drawings shall be clear and legible; contain indexes and glossaries; be provided in electronic copies (computer readable files) in CD ROM media.
- All drawings are subject to BUCOR approval. BUCOR reserves the right to review and comment on all draft versions of documentation prior to printing.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-6"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Documentation and Warranty

- Three (3) sets of documents on each piece of equipment delivered shall be submitted for review and approval by BUCOR one (1) month before each equipment is ready for site testing.
- All documents and manuals shall be delivered both in printed form and in computer readable files. The requirement for computer readable files is mandatory for software documentation. If the Contractor has used word processor for production of other equipment is ready for site testing.
- BuCor reserves the right to copy and use delivered documentation in producing, for instance, training and publications.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-7"

(LOT1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Documentation and Warranty

Manuals

- Manuals shall give a full overview of the integration of the various sub-systems. The manuals shall follow the outline structure given below, to the extent considered relevant by the Contractor and approved by BUCOR.
- Documents and manuals shall give an outline of the complete system as delivered. It shall be adapted to the engineering and maintenance staff and described how the system is composed and functions.
- It shall give a general overview of the sub-systems and outline the structure of associated documentation.
- Cross reference to other documents and manuals.
- System Operator's Manual
- This manual shall give a detailed description of all system operation functions, including input actions and error response.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-8"

(LOT1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Documentation and Warranty

User's Manual

- This manual shall give a detailed description of all functions, seen from the user's point of view.

Equipment Manual

- The Equipment Manual shall give full details of sub-systems or units on the following subjects as a minimum; general description; complete block diagrams; complete logical and schematic diagrams; mechanical and electrical data; interface data; configurations and parameter/ switch settings; test points and corresponding waveforms.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-9"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Training Requirements

Introduction

- This covers the requirements for operational and technical training to enable correct use, operation and maintenance of CCTV System.
- Training documentation requirements are included here.

General

- Detailed trainings for the operational and technical staff shall be proposed.
- The technical staff shall give the trainees detailed knowledge of the technical functions. On completion of the courses, the trainees shall be able to perform tests of the system, to maintain the system.
- For the training purpose, preliminary handbooks may be used if the content is identical to the handbooks belonging to the system. If the training documents do not fully correspond with the system handbooks it shall be so stated in the proposal and the students shall be informed at each occasion,
- Basically the training material consisting of the documentation to be delivered with the final supply shall be of the format specified in the Documentation.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-10"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Training Requirements

- The Contractor shall supply each trainee with one complete set of relevant training documentation (both hard copies and electronic copies in CD ROM) before the start of each course.
- All training courses including documentation shall:
  - Be in the English Language;
  - Involve theoretical and practical training;
  - Provide stimulation of faults;
  - Use documentation provided for the Contracted System.
- The Contractor shall be responsible for providing a suitable number of competent instructors fully capable of providing training to a standard acceptable to BUCOR.
- Descriptions and detailed data included in the documentation shall comply with the characteristics of the delivered equipment as closely as possible. No advertising or sales promoting material shall be included in the training material.
- The Contractor shall:
  - Deliver to BUCOR detailed course programs and course content at least one (1) month before the beginning of each course;
  - Provide each trainee with a complete set of course material at the beginning of the course;
  - At the end of the course, deliver to BUCOR set of instructors training material (transparencies, films, video tapes, etc.)

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-11"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Training Requirements

- All test equipment used under training shall be of the same kind as contracts. Maintenance of the training and the test equipment is the Contractor's responsibility.
- Principal training schedules shall be presented in the proposal.
- Upon contract award the Contractor shall present a real time schedule for the training including start and finish and also present milestones for the total training.
- The Contractor shall ensure that not more than one training course is given at the same time.
- The Contractor shall provide detailed description of the different types of courses, taking consideration the items listed below:
    - Course Titles;
    - Course content (theoretical, practical and on the job training);
    - Duration split into theoretical, practical and on the job training;
    - Profile on the minimum standard of education and/or professional experience for course participants.
- The proposal shall include the following:
  Course syllabus together with their associated detailed time schedule for each training course; Course syllabus together with its associated detailed time schedule for any training course required, which may not have been foreseen in this specification
  Complete training and incidental cost for BUCOR Trainees. The Contractor shall shoulder all the expenses to be incurred on the training period

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-12"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Inspection and Testing

- Before the final acceptance of the work, the Contractor shall test the system to demonstrate compliance with contract requirements.
- The whole system shall be subjected to complete functional and operational tests.
- When these tests have been completed and corrections made as necessary, the Contractor shall submit a signed and dated certificate with a request for formal inspection and test.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-13"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

ACCEPTANCE

- Operators training shall not be less than three (3) training days and with certificates to be issued after the completion of training.
- Maintenance Training shall not be less than 3 working days with certificates to be issued after training,
- That a detailed program of schedule, that shall not exceed **90 days** calendar days, will be supplied with this bid inclusive of all deliveries, works, configuration, installation and other works for this project, and must be complied to as scheduled;
- That all cost of these services (except for the Service Level Agreement) is included in the bid;
- That a draft of the Service Level Agreement (with only indicative costing) for a period of two (2) years must be submitted – **NOTE:** Will take effect immediately after the warranty period.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-14"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

WARRANTY

- Upon completion and before final acceptance of the work, the contractor/supplier shall furnish the bureau a written guarantee, stating that all works executed under this project are free from material defects and workmanship; and
- The guarantee for supplied equipment shall have a period of at least two (2) years inclusive labor, transportation and expenses that are needed for the repair/replacement of defective equipment.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-15"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

REQUIREMENTS IF AWARDED THE CONTRACT

Spare Parts

General Requirements

- The delivery shall include spare units, spare parts, consumables, special tools and equipment as specified below.

Spare Parts

- Spare units defined as repairable items, which are kept in store to be exchanged for the same items in case of failure. This should be considered as Lowest Replaceable Unit (LRU).
- Spare parts are defined as components and consumable spare items, kept in store to be exchanged for failing/consummated items in the equipment.
- The Contractor shall supply a preliminary list of recommended spare units for the whole system.
- The Contractor shall supply all needed spare parts covering one (1) year of operation excluding defect liability period.
- In case of equipment failure or breakdown within the two (2) year period after the defect liability period, all spare parts needed to restore the system to normal operations shall be provided by the Contractor at no cost to BUCOR if they were not included to the initially provided spare parts.
- A separate detailed list of spare units shall also be provided for longer period of operation. Each item/spare parts shall be separately quoted.
- The Contractor shall indicate the turn around time for different types of spares during the lifetime of the supplies.
- The Contractor shall guarantee to supply BUCOR with spare parts, units and components for at least three (3) years after the end of the warranty period.
- Spare shall be of the same quality as the originally installed parts, and equipment, and shall be subject to the same parts selection criteria, quality control, testing and burn-in as the original equipment.

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

BILL OF MATERIALS

IWAHIG PRISON AND PENAL FARM	QUANTITY	BIDDERS STATEMENT OF COMPLIANCE
PTZ Camera	10 units	
Bullet IP camera with optical zoom	10 units	
Network Video Recorder (NVR)	1 unit	
Workstation	1 unit	
Video Management Software		
Uninterrupted Power Supply (1 kva)	2 units	
Monitor		
NVR Monitor 46"	1 unit	
Spot Monitor 26"	1 unit	
JOYSTICK CONTROLLER	1 unit	
Wireless Radio Transmitter and Receiver	1 set	
Other Requirements		
Control Box (Outdoor Type)	1 unit	
Metal Brackets, U-Bolts and Rods	1 unit	
8-port 10/100 mbps Switch POE Rackmount	1 unit	
Lightning Protection System	1 unit	
Power Injector	1 unit	
Labor	1 lot	
Supply of labor, tools and materials for equipment Installation, Cabling and Conduiting, Centralized power supply, Roughing-ins, EMT pipes (Original Belden Coaxial CAT-6 cables for the design, THWN # 12, Electrical wire for power source and Belden shielded twisted pairs as data control wires) Poles for the antenna minimum size 3 inch thick		

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted , to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) days from receipt of the Notice of Award. Until a formal contractor/order confirmation is prepared and signed, this Bid is binding on us.

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Name of Bidder (in print)

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Name and Signature of Bidder's Authorized representative/ Date

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City of Muntinlupa

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

BILL OF MATERIALS

SABLAYAN PRISON AND PENAL FARM	QUANTITY	BIDDERS STATEMENT OF COMPLIANCE
PTZ Camera	8 units	
Bullet IP camera with optical zoom	10 units	
Network Video Recorder (NVR)	1 unit	
Workstation	1 unit	
Video Management Software	1 unit	
Uninterrupted Power Supply (1 kva)	2 units	
Monitor		
NVR Monitor 46"	1 unit	
Spot Monitor 26"	1 unit	
Joystick Controller	1 unit	
Wireless Radio Transmitter and Receiver	1 set	
Other Requirements		
Control Box (Outdoor Type)	1 unit	
Metal Brackets, U-Bolts and Rods	1 unit	
8-port 10/100 mbps Switch POE Rackmount	1 unit	
Lightning Protection System	1 unit	
Power Injector	1 unit	
Labor	1 lot	
Supply of labor, tools and materials for equipment Installation, Cabling and Conduiting, Centralized power supply, Roughing-ins, EMT pipes (Original Belden Coaxial CAT-6 cables for the design, THWN # 12, Electrical wire for power source and Belden shielded twisted pairs as data control wires) Poles for the antenna minimum size 3 inch thick		

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SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

ADDITIONAL BUCOR CCTV SYSTEM		
VIDEO WALL SYSTEM	QUANTITY	BIDDERS STATEMENT OF COMPLIANCE
COMPONENTS		
Display System	12 Units	
Display Mounting System	12 Units	
Video Wall Processor	1 Unit	
a.) Two Input HDMI Card	2 Units	
b.) Two Output HDMI Card	6 Units	
Input Output Signal Routing / Extenders		
a.) HDMI Twisted Pair Transmitter with Audio	18 Units	
b.) HDMI Twisted Pair Receiver with Audio	18 Units	
AV Equipment Racking System	1 unit	
AV Systems Integration	1 Unit	

BIDDER'S UNDERTAKING

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SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

ADDITIONAL BUCOR CCTV SYSTEM	QUANTITY	BIDDERS STATEMENT OF COMPLIANCE
Server with Operating System	1 Unit	
Storage Area Network	1 Unit	
Storage Hardware	2 Units	
Storage Hardware	3 Units	
UPS with AVR	6 Units	

BIDDER'S UNDERTAKING

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Name and Signature of Bidder's Authorized representative/ Date

Republic of the Philippines
Department of Justice
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City of Muntinlupa

ANNEX "F-B"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

GENERAL SCOPE OF WORK

- The , work includes the furnishings of materials, consumable materials, facilities, civil works, labor, tools, equipment, test instruments, apparatus, specialties and other services necessary to complete the installation and commissioning of the Intelligent Video Prison Solution system at Bureau of Corrections which includes all peripherals equipment system necessary for the completion of the project.
- The contractor shall be responsible for the best suited locations for the surveillance cameras, wireless network devices (if any) that shall follow the following conditions
  - Shall not hamper any of the operations of the Bureau.
  - Shall not disrupt the flow of inmates and the procedures of inmates daily activities.
  - Position of cameras shall ensure 100% horizontal and vertical visual coverage of the areas identified in this project.
- Contractor shall be responsible for any additional electrical power requirements with the coordination and approval of the **BuCor.**
- The Contractor will have access to the site seven (7) days a week starting the date of receipt of the notice to proceed, however, all works should be coordinated with the Superintendent on a weekly basis and can be revoked or suspended at any time in case of urgent operational need by the Corrections Authority. Further, only contractor's registered and authorized personnel will have access to the job site. Of each contactor's personnel, an NBI clearance not older than three [3] months must be presented to the Superintendent of the Prison and Penal Farm prior to issuance of a work pass/permit/badge/ID.

CONFORME:

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Name of firm

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Signature of authorize representative

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Date

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ANNEX "F-B"

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

GENERAL SCOPE OF WORK

- Contractor will abide by the security measures and protocols as implemented by the Prison Superintendent.
- The contractor shall submit a weekly progress report for the project to be addressed to the Project Manager of this project and shall be sent through e-mail to designated e-mail addresses that will be specified after the issuance of the notice to proceed.
- The contractor shall deliver the installation of the Video Surveillance system within **Seventy Five [75]** calendar days from receipt of Notice to Proceed.
- The contractor shall submit the following documentation to the Bureau Management upon completion of the project.
  - System brochures/documentation for systems operational &Maintenance/User Manuals-one [1] original and six [6] copies.
  - Detailed equipment list stating the location, make model, serial numbers, firm ware among others.
  - As-Built plan/diagrams- one [1] original six [6] copies
  - Result of system test as per manufacturer standards
  - System and Workmanship Warranty/Guarantee
  - One [1] year maintenance proposals
  - Certification of Parts availability and support for One [1] years
  - Training Certification of attendees for Operations and Maintenance of the system and
  - Pictures of the Completed Projects/Systems

CONFORME:

_____
Name of firm

_____
Signature of authorize representative

_____
Date

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

ANNEX "F-C" **Page 1 of 21**

(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

TECHNICAL SPECFICATIONS

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (on every line) under Bidder's Statement of Compliance if bidder can meet the required technical specification and project requirements. DO NOT LEAVE ANY BLANK. A "YES" OR "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".			
Required Technical Specifications			Bidders Statement of Compliance
High Resolution color IP PTZ Dome Camera			
Video	Image Sensor	High Definition Sensor	
	Number of Effective Pixels	Approx 1.43 Megapixels	
	Lens	28X Optical Zoom (F=1.35~3.7, f=3.5~98mm) 12X Digital Zoom	
	ICR (IR-Cut filter)	Yes	
	Video Streams	At least 6	
	Video Compression	MPEG, MPEG4, H.264	
	Angle of view (H)	55.9 ^{o} (wide end) to 2.1 ^{o} (tele end)	
	Min. working Distance	10mm (Wide) to 1500mm (Tele)	
	Min. Illumination	Normal Mode: 1.0 Lux (50IRE) / Night Mode : 0.3 Lux (ICR On)	
	Luminance S/N Ratio	More than 50dB	
	Electronic shutter	1/1 to 1/10,00s , 22 steps	
	AE control	Auto, Manual, Shutter Priority, Iris Priority, Bright, Spot AE, Slow AE (approx 5 minutes)	
	White Balance	Auto, ATW, Indoor, Outdoor, Outdoor Auto, Sodium Vapour Lamp (fix/Auto) One-push, Manual	

BIDDERS UNDERTAKING

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Name of company in Print

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Signature of Authorized Representative/Date

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(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

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Required Technical Specifications			Bidders Statement of Compliance
High Resolution color IP PTZ Dome Camera			
Pan/Tilt	Pan Rotation Angle and speed	360° Endless and 240°/sec	
	Tilt Rotation Angle and speed	-92°~5° and 180°/sec	
Functions	Password Protection	YES	
	Video Stabilizer	YES	
	WDR	YES	
	De Noise	Yes; Adjustable	
	Presents	At least 72	
	Tour	10	
	Auto Flip	Yes	
	Protocol	Built in Pelco-D/Pelco-P	
Ingress Protection Rating	IP66		
Storage	Micro SD Card up to 32GB (Enable Remote Site Playback)		
Operating Temperature	-5˚C~60˚C (23˚F~140˚F)		

PLEASE SPECIFY THE BRAND AND MODEL BEING OFFERED:

_____

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(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

TECHNICAL SPECFICATIONS

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Required Technical Specifications			Bidders Statement of Compliance
High Resolution Color IP Bullet Camera (Fixed Camera with housing)			
Video	Image Sensor	High Definition Sensor	
	Video Compression	H.264, MPEG4, MJPEG.	
	Video Streams	8	
	Composite Video Output	YES	
	Resolution	1080P, VGA, CIF up to 30fps	
	Min. Illumination	0.1 Lux	
	S/N Ratio	>44dB	
	Shutter Control	1/5~1/15,000 sec Electronic rolling shutter(ERS)	
	Night Mode	Auto (Phototransistor Sensor)	
	Auto Gain Control	Auto	
	Back Light Control	Auto	
	White Balance	ATW/ Manual (by remote software)	

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Required Technical Specifications			Bidders Statement of Compliance
High Resolution Color IP Bullet Camera (Fixed Camera with housing)			
Utility	DIx1, 12V~24V DC DOx1, 30V DC-1A or 125V AC-0.5A		
Ingress Protection Rating	IP66		
Storage	Micro SD Card up to 32GB (Enable Remote Site Playback)		
Lens	2.8~12mm		
IR Range	Up to 30 meters		
Ingress Protection Rating	IP66		
Audio	Two Way		
Power	PoE IEEE 802.03af		
Networking	Protocol	HTTP,TCP,UDP,DNS,DHCP,PPPoE, Samba,RTP,RTCP,RTSP	
	Ethernet	10/100Mps Fast Ethernet RJ-45 port	

PLEASE SPECIFY THE BRAND AND MODEL BEING OFFERED:

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BIDDERS UNDERTAKING

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TECHNICAL SPECFICATIONS

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Required Technical Specifications		Bidders Statement of Compliance
Network Video Recorder (NVR)		
PROFILE	**DESCRIPTION**	
CPU/RAM	Quad-Core Intel Xeon X3470 2.93GHz CPU: CACHE 8MB / 4GB DDR ECC Or higher specification	
HOST	2 Gigabit (10/100/1000 Base-TX) LAN Port (Auto -sending)	
HDD Tray (Hot-Swap)	24*3.5" SAS / SATA HDD Disk Tray (Hot-Swap)	
Support HDD Types	146/300/450/600 GB 15,000 RPM SAS HARD DISK 250/500/750GB 1/1.5/ 2TB 7,200 RPM SATAII HARD DISK	
Mechanism for capacity Expansion Host Slot	SAS Port can be directly connected in series SAS JBOD Capacity expansion 1*8X PCI-e / 1*PCI, 2 * 4xPCI-e / 1*16xPCI-e	
RAID CONTROLLER 1 Adaptec SAS RAID	8-Lane PCI Express (PCIe) Slot / Speed:8*250MB/s(2GB/s) Intel IOP348 1.2Ghz Dual Core Hardware-based disk controller Included 256MB Cache Memory Support 0,1,1E,5,5EE,6,10,50,60, JBOD	

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Required Technical Specifications		Bidders Statement of Compliance
Network Video Recorder (NVR)		
PROFILE	**DESCRIPTION**	
CPU/RAM	Quad-Core Intel Xeon X3470 2.93GHz CPU: CACHE 8MB / 4GB DDR ECC Or higher specification	
HOST	2 Gigabit (10/100/1000 Base-TX) LAN Port (Auto -sending)	
HDD Tray (Hot-Swap)	24*3.5" SAS / SATA HDD Disk Tray (Hot-Swap)	
Support HDD Types	146/300/450/600 GB 15,000 RPM SAS HARD DISK 250/500/750GB 1/1.5/ 2TB 7,200 RPM SATAII HARD DISK	
Mechanism for capacity Expansion Host Slot	SAS Port can be directly connected in series SAS JBOD Capacity expansion 1*8X PCI-e / 1*PCI, 2 * 4xPCI-e / 1*16xPCI-e	
RAID CONTROLLER 1 Adaptec SAS RAID	8-Lane PCI Express (PCIe) Slot / Speed:8*250MB/s(2GB/s) Intel IOP348 1.2Ghz Dual Core Hardware-based disk controller Included 256MB Cache Memory Support 0,1,1E,5,5EE,6,10,50,60, JBOD	
Memory	(x2 1GB) 2GB DDR2-800 SODIMM Dual Channel, Slot x2	

BIDDERS UNDERTAKING

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Required Technical Specifications		Bidders Statement of Compliance
Network Video Recorder (NVR)		
PROFILE	**DESCRIPTION**	
System Features The Operations Work Storage NVR Support Functions	 Microsoft Windows 7 Professional 64Bits 32TB; 30TB under RAID 5 -64 Channel Record (1240*1024) -64 Channel Live View and 16 Channel Playback -Record 64*720P @ 30fps IP cams up to one month -Auto Snapshot -Digital Zoom in With Live view (64CH) and Playback (16CH) -One to One /One to all Two Way Audio -Missing Object / Foreign Object / Motion Smart Search - Pre & Post Event record -Support over 100+Client users to log in -Support Management &Authorizations -Support Log event -Support Continuous ,Schedule, Motion, and DI trigger recording -Support E map with PoP UP Video when events are triggered	

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Required Technical Specifications		Bidders Statement of Compliance
Network Video Recorder (NVR)		
PROFILE	**DESCRIPTION**	
RAID SYSTEM MONITORING	Included Storage Manager Windows Software	
Power & Cooling		
Power Module	1+1/800W * PFC * (Hot Swap)/(Redundant) Function	
Cooling Module	3*120x38mm(Hot Swap)/(Redundant)	
Working Environment		
Temperature	10ºC(50ºF) ~ 35ºC(95ºF)	
Working Monitor	15 inch LED Monitor	
Accessories	Keyboard & mouse	
Appearance	19" 3U Rack Mount Chassis	
UPS	Smart UPS 3000 VA, 220v input, with RP standard power cord Rack Mountable	

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(LOT 1)

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OFCLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER

TECHNICAL SPECFICATIONS

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Required Technical Specifications		Bidders Statement of Compliance
Workstation(Client Based Station)		
PROFILE	DESCRIPTION	
Processor	- QUAD Core core threads or higher 2.8 – 3.06 Ghz, 4MB, DDR3	
Mainboard	Integrated (A, V, L) , H57 chipset Supports 1066-1333 Mhz chipset PCI-Ex ports, USB 2.0 ports	
Memory	4GB PC3 10600 (DDR3 1333) un-buffered Memory or better)	
Video card	1 GB Video Card	
Hard Disk	1TB 7200 RPM SATA HDD	
Casing	Black casing with 200-500 watts power supply, 2x front USB 2.0, headphone and speaker ports. 22-in-1 media card reader.	
Keyboard/Mouse	USB 2.0 keyboard and USB 2.0 optical mouse and mouse pad.	
Operating System	-Preinstalled Version Windows 7 OEM with license sticker and media kit	
Software	Customer Programming Software	
Accessories	Installation drivers CDs. Power cables (RP standard) and mouse pad.	
Monitors	32" LED Monitor or Higher	

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Required Technical Specifications		Bidders Statement of Compliance
Video Management Software (Built in NVR System)		
PROFILE	DESCRIPTION	
Recording Ability	Allows 64 channels recording at 720P @ 30fps or 32CH 1080P 30fps. System supports NVR Server, NAS, and SD card recording. NAS/SD card recording uses the same stream, which is independent from NVR Server video stream. NAS/SD card can perform motion/schedule/continuous recording as well as NVR PC. System supports motion detection (three zones with independent sensitivity and threshold setting), schedule, continues, and Holiday recording. System allows pre-recording time and post recording time setup when the camera is triggered. System allows Holiday Recording option with exclusively Holiday recording setup. System has smart search playback intelligent such as "missing object" and "foreign object". Users allow to define an area of missing object or foreign object with defined interval time, system searches the related event list and video. Recording Server can perform schedule/motion recording and record audio. System must automatically run the service within five minutes after experiencing the reboot / blockout.	

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Required Technical Specifications		Bidders Statement of Compliance
Video Management Software (Built in NVR System)		
PROFILE	DESCRIPTION	
Storage	System allows 64 channels recording of 720P @ 30fps or 32 Channels 1080P 30fps for 30 days recording retention. System allows perform NAS/NVR recording configuration such as HDD overwriting policy, video retention days, and audio recording via NVR software. Ability to convert video into AVI format, which is suitable to be stored in CD or DVD storage media as back up purpose. System does RAID5 structure as a protection in case of any 1* HDD failure during recording.	
Playback	System allows maximum 16CH 720P @ 30fps or 1080P 30fps playback. System allows digital zoom in for each playback channel. System allows to playback SD card, NAS, NVR PC, and Cloud Computing Recording Server. System allows printing out the paused image. System has smart search playback such as missing object, foreign object, and motion detection playback. System allows playback at different speeds. System allows users to select date, hour, and minute of each camera to playback.System allows digital zoom in when performing playback up to 16CH per monitor.	

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Required Technical Specifications		Bidders Statement of Compliance
Video Management Software (Built in NVR System)		
PROFILE	DESCRIPTION	
Live View	System has ability to display up to 64CH at one monitor in 1,4,6,8,9,16,28,36,49, and 64 display layouts. System allows users to take single / multiple channel of snapshot. Snapshots can be digital zoom in. System allows one to one or one to all audio function (From NVR PC to Camera). System allows digital zoom in function in live view mode and snapshot up to 64CH. System also supports auto snapshot function. Users can designate snapshot path as well as setup interval of snapshot taking. Systems allow auto-resolution configuration according to screen size, which leverages the server hardware specification such as CPU speed or DRAM memory. System provides three customized display layouts for users System supports unlimited monitor output depending on hardware VGA card and CPU power.	
Alarm	System allows audio local alarm on NVR PC when events such as motion detection or external alarm/sensor are triggered of each camera. Each camera and its each trigger can have different pre-recorded audio. Systems allows e mail notification if events such as motion detection or external alarm/sensor are triggered of each camera. System allows digital output corresponding to three different motion areas and DI respectively. System supports E Map function, which can do pop out screen if any events are happened. System has recording and network camera health status check audio alarm and local audio notification for each camera known as Smart Network Management Protocol (SNMP).	

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Required Technical Specifications		Bidders Statement of Compliance
Video Management Software (Built in NVR System)		
PROFILE	DESCRIPTION	
System Configuration	System provides event log. Event types include system, alarm, network, and record. System allows event log to be exported and saved as .txt format. System provides multiple layers of users including administrator setup, sub user setup, and remote user setup. System allows the set up of log retention days and auto flip rate.	
Remote Access	System can provide server and client structure, allowing the NVR Unit to be a Server and allowing up to 100 remote users to access for live view and playback video saved on the NVR Unit. System allows remote users to download SD/NAS/NVR Unit recorded video to remote client users' PC. System allows remote users to display up to 128 CH live view in 64 CH in each monitor, known as multiple monitor display. System allows remote client users to convert the downloaded/recorded video into .avi format for back up. System allows remote client users to monitor up to 128CH video with digital zoom in support. System allows remote clients users to playback 32CH at SXGA (1280 * 1024) resolution at 16CH in each monitor. System is scalable to expand with Cloud Computing Recording and Relay servers for centralized recording and video hosting purpose for applications. System allows playback events such as motion and DI only.	

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Required Technical Specifications		Bidders Statement of Compliance
Web Browser Access (Remote Site)		
PROFILE	DESCRIPTION	
Access	Cloud Based; Username and Password only no need for static IP or DYNDNS	
Browser Support	Internet Explorer, Google Chrome, Mozilla Firefox	
Display and Record	Real time display layouts are 1, 4,,9, 16, and full screen.. System allows users to take snapshot (in live view and playback mode) and record live view video. System allows digital zoom in when performing live view up to 16 channels. System allows Vertical and Horizontal flip in live view. One to one or One to All Audio is supported. System supports "Book Mark" recording. System supports PTZ control and video quality adjustment	

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Required Technical Specifications		Bidders Statement of Compliance
Web Browser Access (Remote Site)		
PROFILE	DESCRIPTION	
Playback	System allows users to record and snapshot of playback video and save files locally. System allows Vertical and Horizontal flip in playback mode. System allows up to 16CH playback at the same time. System allows digital zoom in when performing playback up to 16CH. System allows 2X, 4X, 8X and 16X playback speed. System allows audio playback. Users are allowed to pick hour and minute block to select targeted playback time. System can playback events video only.	
Utility and Functions	System allows users to define recording and snapshot saving path. System allows manual DO activation. System allows both UDP or TCP connection System allows users to setup buffer size for video transmission System allows remote viewing with peer to peer connections and not through the NVR to avoid interruption in case NVR fails.	

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Required Technical Specifications			Bidders Statement of Compliance
VIDEO WALL SYSTEM			
Components	**Type**	**Specs**	
Display System	Large Format Display Video Wall – minimum 48" DIRECT LED Display Panels - Super Narrow Bezel • 800-cd/m2 High Brightness • Wide Viewing Angle with IPS Panel • Daisy Chain DVI Max 10 Units Remote Daisy Chain Max 25 Units • Remote Operation Lock • ID Control with Serial Control • VESA 400 x 400-mm Compatibility • Landscape and Portrait Orientation • 1:1 Pixel Mode • Automatic Picture Position • Screen Saver • PC/DVI Power Management • Power-on Screen Delay • Seam Hides Video Off Mode • Heat Status with 24/7 Operation.	Minimum 48" FullHD LED Display Videowall	
Display Mounting System	Retractable, Front Access	Front Access LFD Mounting Kit, Magnetic Alignment System.	

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Required Technical Specifications			Bidders Statement of Compliance
VIDEO WALL SYSTEM			
Components	**Type**	**Specs**	
Video Wall Processor	Scalable videowall processing for large videowalls with up to 14 displays or more, Card frame videowall processing system with 8 slots, Scalable, field-expandable systems: Extron field staff can add cards or cascade card frames to add more inputs and outputs, Integrates easily into a diverse array of 4K environments, Supports 3G-SDI, HDMI, DVI, RGB analog, HD component, and standard video input signals, Two input 3G-SDI card accepts SDI, HD-SDI, and 3G-SDI signals from 270 Mbps up to 2.97 Gbps, HDMI, DVI, and RGB analog output options support many display types, HDCP-compliant input/output options, HDCP Visual Confirmation provides a green signal when encrypted content is sent to a non-compliant display, Key Minder® continuously verifies HDCP compliance for quick, reliable switching, High speed, dedicated video/graphic bus delivers real-time performance, Dual HDMI/DVI output card supports resolutions up to 1920x1200 and HDTV 1080p/60 Hz, HDCP encryption status LEDs on HDMI inputs and outputs, Reliable connectivity for HDMI cables, Dual DVI/RGB output card supports resolutions up to 1920x1200 and HDTV 1080p/60 Hz, Up to 128 video/graphic windows per dual output card, Output Overlap for Edge-blended Applications, Bezel Compensation for Flat-Panel Displays, Dual input card for HDMI or DVI graphics and video, Dual input card for DVI signals, Dual input card for analog RGB or HD component video signals, 12-channel video input card supports any mix of composite or S-video signals,IP streaming enables interfacing of hundreds of RGB/DVI input signals, Upload and display stored images, Background keying for stored image files, High quality image upscaling and downscaling, Supports digital and analog input signals up to 1920x1200, Easy-to-use configuration and control software, Solid state flash storage in 15-slot frame eliminates risk of virus retention and allows simple removal of system data,	4U/8 Slot Card Frame, HDCP Complaint Videowall Processor. Two Input HDMI Card Two Output HDMI Card	

	Ruggedized real-time operating system and power redundancy features support 24/7 operation.		

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Required Technical Specifications			Bidders Statement of Compliance
VIDEO WALL SYSTEM			
Components	**Type**	**Specs**	
Input Output Signal Routing / Extenders	HDMI/DVI to CAT5 Long Range Extenders up to 100 Meters.	HDMI Twisted Pair Transmitter with Audio HDMI Twisted Pair Receiver with Audio	
AV Equipment Racking System	28U Server Rack Type with Cooling Fans, Powder Coated Metal Frame, Modular Door Panel System. 19" Standard Power Strip.	Customized AV Rack with Fan	
AV Systems Integration	Lot Design Installation and Implementation.	AV Systems Integration - includes system design installation, commissioning, testing training, programming, conduiting. Cabling, Termination. Etc.	

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Required Technical Specifications	Bidders Statement of Compliance
Server with Operating System	
System - X3600 family or equivalent	
Motherboard and Chipset - XEON, 6 Core, ES.2620 95W 2.0GHz/1333MHz, /15MB, 1x8GB, O/Bay	
HS 2.5in SAS/SATA, SR M5110e. 55QW p/s, Rack	
Memory - 8GB (1x8GB, 2Rx4, 1.35V) PC3L-106DO	
CL9 ECC DDR3 1333MHz. LP RDIMM	
Storage - 12 units of 1TB 2.5in SFF HS 7.2K 6Gbps NL SAS HDD	
ODD - UltraSlim Enhanced SATA Multi-Burner	
OS - Win Server 2008 Enterprise	
Cables - ODD Cable	
Power Cable - 4.3m, 10A/100-250V, C13 to lEe 320-C14 Rack Power Cable	
Warranty – 3 Y P, L, O/S, 4Hrs, 24x 7	

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Required Technical Specifications	Bidders Statement of Compliance
Storage Area Network	
Single controller storage system with 1GB cache, two 6Gb SAS host	
Attachment ports and 24 2.5inch SAS disk drive bays.	
Support for intermixing SAS and Fibre Channel or SAS and iSCSI interfaces enables cost-effective SAN tiering and consolidation.	
Provides mirroring over Ethernet to replicate data for disaster recovery on storage via inexpensive link.	
Storage Hardware	
3TB 2.5in SFF HS 10K 6Gbps NL SAS HDD	

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Required Technical Specifications	Bidders Statement of Compliance
UPS with AVR	
Input Nominal Input Voltage: min 230V Input Frequency: 500/60 Hz +/- 3 Hz Auto sensing:) Input Connection: IEC-320 C14 Input Voltage range for main operations: min 160 - 286V Input voltage adjustable range for main operations: min. 151-302V	
Output Output power capacity: min 980W/1500 VA Nominal Output Voltage: min 230V Output voltage note: configurable for 220 Output voltage distortion: less thank 5% at full load Type: Line Interactive - Output Connections: (4) IEC 320 C13; (2) IEC Jumpers	
Battery Type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leakproof	
Surge Protection Surge Energy Rating: min 480 Joules Filtering: Full time multi-pole noise Filtering: 0.3% IEEEsurge let-through: zero clamping response time	
Management Interface: DB-9 RS-232.SmartSlot, USB Sensors: alam when on battery: distinctive low battery alarm: confi2urable delays	
Certification C-tick, CE, EN 50091-2, TUV, VDE, RoHS	

BIDDERS UNDERTAKING

I/We, the undersigned bidder having examined the Bidding documents including Bid Bulletins, as applicable, hereby BID to SUPPLY AND DELIVER the above described item/s

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

_____
Name of company in Print

_____
Signature of Authorized Representative/Date

ANNEX "G"

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S
AFFIDAVIT

I/We, _____, of legal age, with residence at _____, after having been duly sworn to in accordance with law and in Data Sheet for the bidding of the _____,
do hereby certify under oath as follows:

(a)
AUTHORITY OF THE DESIGNATED REPRESENTATIVE
(*Please check appropriate box and fill up blanks)*

☐ Sole Proprietorship

That I am the sole proprietorship of company name/name of bidder with business address at _____; Telephone No. _____, and such, I have the full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: _____
Title: _____
Specimen Signature:_____

Note: *Please attach a Special Power of Attorney, if not the Sole Proprietorship/Owner.*

☐ Corporation, Partnership, Cooperative

That I /We am/are the duly authorized representative/s of company name located at _____, with
Telephone No. _____ Fax No. _____ and e-mail address, _____,
as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned bidding ,including signing all bid documents and other related documents such as the contracts.

Name:_____
Title:_____
Specimen Signature:_____

Name:_____
Title:_____
Specimen Signature:_____

Note: *Please attach duly executed Secretary's Certificate*

(b)
NON-INCLUSION IN THE BLACKLIST BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY NOR UNDER SUSPENSION STATUS WITH NEW BILIBID PRISON

That the firm I/We represent is not currently blacklisted or barred from bidding by any government office/agency/corporation or Local Government Unit nor under suspension with New Bilibid Prison (NBP)

(c)
AUTHENTICITY OF SUBMITTED DOCUMENTS

That all the certified true copies of documents submitted by our company are true and faithful reproductions or copies of the originals and all the contents/information contained therein are true, correct and unaltered.

(d)
AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

THE BIDS & AWARDS COMMITTEE
BUREAU OF CORRECTIONS

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)
Approved Budget for the Contract: P3,500,000.00

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant, hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to Bid.

In connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, BuCor Bids & Awards Committee or her duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said documents and statements regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairman of BuCor Bids and Awards Committee or her duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made there in which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of Bureau of Corrections.

(e)
DISCLOSURE OF RELATIONS

That for and in behalf of the Bidder, I/We hereby declare that:
/__/ if the bidder is an individual or a sole proprietorship,to the bidder's itself
/__/ if the bidder is a partnership, to all its officers and members;
/__/ if the bidder is a corporation, to all its officers, directors, and controlling stockholders,
/__/ if the bidder is a JV, to all its partners and members
are not related by consanguinity or affinity up to the third civil degree with the members of the BIDS AND AWARD COMMITTEE, Officers or Employees having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the members of the BAC, the members of the TWG the BuCor BAC Secretariat and the end-user/proponent. It is fully understood that the existence of the aforesaid relation by consanguinity of affinity of the Bidder with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.

(f)
COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

That our company diligently abides and complies with existing labor laws and standards.

(g)
BIDDER'S RESPONSIBILITIES

That I/we have taken steps to carefully examine all of the bidding documents;
That I/we acknowledge all conditions, local or otherwise affecting the implementation of the contract
That I/we made an estimate of the facilities available and needed for the contract to be bid, if any;
That I/we will inquire or secure Supplemental/Bid Bulletins issued for this project;
That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
That I have complied with our responsibility as provided for in the bidding documents and all Supplemental/ Bid Bulletins;
That failure to observe any of the above responsibilities shall be at my own risk and
That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.

(h)
Bidders did not give or pay of any form of consideration

That I/We did not give or pay directly or indirectly any commission, amount, fee or any form of consideration pecuniary or otherwise, to any person or official, personnelor representative of the government in relation to any procurement project or activity

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, ____ at_____,
Philippines

_____
Bidder's Representative /Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at _____,
Philippines. Affiant exhibited to me his/her Competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice _____issued _____at_____,
Philippines.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

ANNEX "H"

CERTIFICATION AS TO COMPLIANCE OF EXISTING LABOR

LAWS AND STANDARDS

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)

Date of Opening of Bids: _____

I, _____(Name of the Representative of the Bidder_____ of legal age, with residence and address at _____, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the ___(position of the representative of the Bidder)____ of __(Name of the Bidder)_____;

2. That our firm/company shall abide with the existing labor laws and standards, rules and regulations of the Department of Labor and Employment (DOLE) in connection with the implementation of the project.

3. That if our Firm/Company violates any rule and regulations as prescribed for by DOLE, I/We will accept sanctions that may be imposed on our firm.

IN FAITH WHEREOF, I hereunto affixed my signature this _____ day of _____ at _____, Philippines.

_____

Affiant

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

SUBSCIBED AND SWORN to before me this _____ day of _____ in _____, Philippines. Affiant exhibiting to me his _____ issued on _____.

Doc. No. _____
Book No. _____
Page No. _____
Series of _____

ANNEX "I"

Republic of the Philippines
Department of Justice
BUREAU OF CORRRECTIONS
City of Muntinlupa

SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)
(PLEASE USE THIS BID FORM AND DO NOT RETYPE OR ALTER)

FINANCIAL BID FORM

Description	Quantity	ABC	TOTAL BID PRICE (inclusive of VAT)
SUPPLY, DELIVERY, INSTALLATION AND COMMISIONING OF CLOSED CIRCUIT TELEVISION SYSTEM AT *IWAHIG PRISON AND PENAL FARM AND SABLAYAN PRISON AND PENAL FARM*, INSTALLATION OF VIDEO WALL SYSTEM AND INSTALLATION OF ADDITIONAL STORAGE AT BUCOR OPERATIONS CENTER (LOT 1)	1 lot	P3,500,000.00	

TOTAL BID PRICE (Amount in Words) _____
_____

BIDDERS UNDERTAKING

I/We, the undersigned bidder having examined the Bidding documents including Bid Bulletins, as applicable, hereby BID to SUPPLY AND DELIVER the above described item/s

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

_____
Name of company in Print

_____
Signature of Authorized Representative

_____
Date